



Matthew Rodriguez
Secretary for
Environmental Protection



Department of Toxic Substances Control

Deborah O. Raphael, Director
1001 "I" Street
P.O. Box 806
Sacramento, California 95812-0806



Edmund G. Brown Jr.
Governor

May 20, 2013

Dynegy South Bay, LLC
Barbara Irwin, Environmental Director
990 Bay Boulevard
Chula Vista, CA 91911

Subject: Contract Number 12-T0116

Dear Ms. Irwin,

Enclosed for your records is a copy of the fully executed Standard Agreement for the above mentioned Contract.

Thank you for your cooperation during the entire process. If you have any questions, please contact me at (916) 327-4031.

Sincerely,

Ed Scholte
Contract Development Unit

Enclosure

cc: Violeta Mislang, DTSC
Deborah Saito, DTSC

FULLY EXECUTED

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

12-T0116

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Toxic Substances Control

CONTRACTOR'S NAME

Dynergy South Bay, LLC

2. The term of this Agreement is: March 1, 2013 through March 31, 2014

3. The maximum amount of this Agreement is: \$ 23,932.00
Twenty Three Thousand Nine Hundred Thirty Two Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Budget Detail and Payment Provisions 2 page(s)

Exhibit C* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 1 page(s)

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions N/A page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/home.aspx> "Standard Contract Language"

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Dynergy South Bay, LLC

BY (Authorized Signature)



DATE SIGNED (Do not type)

5-10-13

PRINTED NAME AND TITLE OF PERSON SIGNING

Barbara Irwin, Environmental Director

ADDRESS

990 Bay Boulevard, Chula Vista, CA 91911

STATE OF CALIFORNIA

AGENCY NAME

Department of Toxic Substances Control

BY (Authorized Signature)



DATE SIGNED (Do not type)

5/15/13

PRINTED NAME AND TITLE OF PERSON SIGNING

Sandra Poindexter, Chief, Contracts and Business Management Branch

ADDRESS

1001 I Street, P.O. Box 806, Sacramento, CA 95812-0806

California Department of General
Services Use Only

EXEMPT FROM
THE DEPARTMENT OF GENERAL
SERVICES REVIEW
PER EXEMPTION NOTICE 40.05*

☐ Exempt per:

SCOPE OF WORK

1. Dynegy South Bay, LLC (Applicant) agrees to reimburse the Department of Toxic Substances Control (DTSC) for DTSC's costs incurred in reviewing, consulting, and/or processing application(s) or request(s) made by Applicant. The details of the Scope of Work are described below under the "Scope of Work" (SOW) and incorporated by this reference. The term of this Contract is through March 31, 2014 for an amount not to exceed \$23,932.00.
2. The Contract Managers during the term of this Contract will be:

DTSC Project Manager

Violeta Mislang
Hazardous Substances Scientist
5796 Corporate Avenue
Cypress, CA 90630
Phone: (714) 484-5387
Fax: (714) 484-5437
Email: Violeta.Mislang@dtsc.ca.gov

Applicant's Project Manager

Barbara Irwin
Environmental Director
990 Bay Boulevard
Chula Vista, CA 91911
Phone: (619) 420-8431 ext. 303
Cell: (217) 519-4035
E-mail: barb.irwin@dynergy.com

Applicant's Billing Information

Barbara Irwin
Environmental Director
990 Bay Boulevard
Chula Vista, CA 91911
Phone: (619) 420-8431 ext. 303
Cell: (217) 519-4035
E-mail: barb.irwin@dynergy.com

3. The above Project Manager/Representatives may be changed at any time upon written notification to each party with a copy to DTSC's Contract Administration and Purchasing Unit.
4. **Site Background:**
Dynegy South Bay LLC (Dynegy), the current operator of the South Bay Power Plant (SBPP) located at 990 Bay Boulevard, Chula Vista, San Diego County requested that DTSC review and comment on the Site's Demolition Soil Management Plan. The SBPP was authorized to treat hazardous waste onsite under Conditional Authorization. Previous investigations and remediation performed by San Diego Gas & Electric, former owner/operator identified soil and groundwater contamination. Dynegy will be demolishing subsurface structures and piping in areas identified as Areas of Concern that require further investigation.

Scope of Work

The scope of work to be provided by DTSC under the terms of this Agreement includes the review of the Demolition Soil Management Plan for the Dynegy South Bay Power Plant located at 990 Bay Boulevard, Chula Vista, California.

DTSC's activities will include but not be limited to:

- Provide technical consultation and review of the Demolition Soil Management Plan
- Provide Field Oversight
- Review of the Demolition Soil Management Report
- Attend Meetings and/or telephone conferences
- Provide other project-related communication or coordination efforts

BUDGET DETAIL AND PAYMENT PROVISIONS

- A. Applicant agrees to reimburse DTSC for all costs incurred by DTSC pursuant to this Contract. The Cost Estimate is attached and incorporated by this reference and is included as the Budget for this Contract. DTSC's Cost Estimate shall include all of its costs, both direct and indirect. The hourly rates utilized in the development of any cost estimate shall reflect DTSC's current hourly rates. These hourly rates are adjusted each Fiscal Year to allow DTSC to recover its costs. Applicant is responsible for any increases in the direct and indirect rates and agrees to reimburse DTSC for these cost increases.
- B. Applicant agrees to pay to DTSC an advance payment based upon DTSC's estimate of the costs it may incur in performing its duties under this Contract. The advance payment amount is equal to: (1) if the term of the Contract is six months or more, then DTSC's estimated costs of services for six months, or (2) if the term of the Contract is less than six months, then for the entire amount of the Contract.
- C. The total amount of this Contract is \$23,932.00. Applicant shall pay the advance payment in the amount of \$11,966.00 within 30 calendar days of the Effective Date of this Contract.

Applicant shall submit all payments to:

Attention: Ms. Mabel Zhan
Department of Toxic Substances Control
Accounting
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

- D. All payments to DTSC shall indicate Contract Number 12-T0116, and Site Code 401642-11. Copies of checks and letters transmitting such checks shall be sent simultaneously to DTSC's Project Manager.
- E. In the event the advance payment is less than 100% of the Cost Estimate, it shall be retained in the Applicant's Account. DTSC shall bill the Applicant with quarterly invoices which contain an accounting and supporting documentation of all expenditures during the previous quarter. Once work is completed, final invoices will be provided to Applicant as soon possible, generally within 60 calendar days of the close of the quarterly billing cycle following completion of the work. Applicant shall remit the total amount due within 30 calendar days of the date of the quarterly invoice. DTSC shall hold the advance payment until the Contract is completed or terminated. Any remaining charges shall then be applied against the advance, and any unused advance payment will be refunded within 120 calendar days of the completion of the project.
- F. If Applicant cancels the Contract, then Applicant agrees to pay DTSC a minimum fee of \$1,000 out of the advance, regardless of the amount of work or services performed by DTSC under the terms of the Contract. If DTSC incurs more than \$1,000.00 in costs, then Applicant will be responsible for the actual direct and indirect costs incurred or encumbered by DTSC,

from the Contract starting term date up to the date "notice of cancellation" is received by DTSC, without any additional fee.

- G. The amount advanced by Applicant may be modified by mutual contract in writing should the services provided by DTSC exceed its original estimated costs. Upon execution of an Amendment to the Scope of Work that increases the original cost, Applicant agrees to pay any additional advance payment to DTSC for such newly agreed upon work.
- H. Any dispute concerning DTSC's costs incurred pursuant to this Contract is subject to the dispute resolution procedures established pursuant to Health and Safety Code section 25269.2. DTSC reserves its right to recover unpaid costs under applicable State and Federal laws.
- I. Budget Detail:

	Title	Project Manager	Supervisor		Toxicology	Geology	Industrial Hygienist	Legal	Clerical
	Classification	HSS	SHSSI	SHSSII	Staff Toxicologist	Engineering Geologist	Assoc IH	Staff Counsel	OT (T)
T A S K	Agreement Prep. / Negotiation	8	2					8	
	Communication / Coordination Efforts	8	4						
	Review of Demolition Soil Management Plan	16	4	4	8	12	10		2
	Field Oversight	8				8			
	Review of Demolition Soil Management Report	20	4		16	8			
	Total No. Hours/Class	60	14	4	24	28	10	8	2
	Hourly Rate/Class	\$123	\$141	\$163	\$166	\$164	\$141	\$203	\$70
	Cost/Class	\$7,380	\$1,974	\$652	\$3,984	\$4,592	\$1,410	\$1,624	\$140
	Subtotal	\$21,756							
	Contingency (10%)	\$2,176							
	Grand Total Cost	\$23,932							
	Advance Payment	\$11,966							

SPECIAL TERMS AND CONDITIONS

Contract Limits

Other than as specified herein, no document or communication passing between the parties shall be deemed a part of this Contract.

Amendment/Cancellation

Notwithstanding the current GTC – 610 Amendment Clause (<http://www.dgs.ca.gov/ols/home.aspx>, Standard Contract Language), DTSC adds the following:

This Contract may be amended upon written mutual consent, or cancelled by either party, upon 30 calendar days' written notice unless otherwise stated.

Entire Contract

This Contract supersedes all prior agreements, oral or written, made with respect to the services provided herein.

Effective Date

This Contract shall not be considered effective until it is signed by both parties, and if necessary, approved by the Department of General Services.

Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Authorization

Each signatory to this Contract certifies that he or she is fully authorized by the Party he or she represents to enter into the terms and conditions of this Contract, to execute it on behalf of the party represented, and to legally bind that party to all the terms and conditions of this Contract.